

P.O. Box 4324

Houston, Texas 77210-4324

713.381.6500

www.enterpriseproducts.com

September 30, 2016

Williamson County, Texas 710 South Main Street, Suite 301 Georgetown, TX 78626

RE:

Letter Agreement to Permanent Easement Agreement

Project Name: Midland to Sealy – Segment 4

Tract #: 8232-TX-WM-121.10000 and 8232-TX-WM-0122.10000

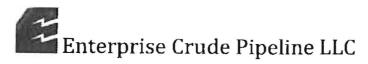
Williamson County, Texas

Dear Representative(s):

Negotiations between representatives on behalf of Williamson County, Texas ("Grantor") and Enterprise Crude Pipeline LLC, a Texas limited liability company ("Grantee") has resulted in an agreement as to terms and compensation for a Permanent Easement affecting Grantor's property (the "Property").

Upon approval of the terms, as evidenced by Grantor's execution of the Permanent Easement Agreement attached as exhibit "A", Grantee agrees to pay Grantor the total amount of Nine Hundred Dollars and 00/100 (\$900.00) for tract 8232-TX-WM-0021.10000 and Fifty-Three Thousand Four Hundred Dollars and 00/100 (\$53,400.00) for tract 8232-TX-WM-0022.10000 (both tracts totaling Fifty-Four Thousand Three hundred Dollars and 00/100 (\$54,300.00)) as consideration for the Permanent Easement Agreement.

GRANTOR:	GRANTEE:
Williamson County, Texas	Enterprise Crude Pipeline LLC
By:	By:
Name:	Name: Rimethy I. Dys
Title:	Title: Agent and Attorney-in-Fact



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GRANTOR:

Williamson County, Texas

GRANTEE:

Enterprise Crude Pipeline LLC

Name: DA- + GAT?

Title: Court

10-19-2016

Name: Timethy J. Dys.

Title: Agent and Attorney-in-Fact

NOTICE OF CONFIDENTIALITY RIGHTS. IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PERMANENT EASEMENT AGREEMENT

between Williamson County, Texas whose address is 710 South Main Street, Suite 301, Georgetown, Texas 78626 (hereinafter referred to as "Grantor", whether one or more), and Enterprise Crude Pipeline LLC, a Texas limited liability company, with offices at 1100 Louisiana, Suite 1000, Houston, Texas 77002 and mailing address for all correspondence to P.O. Box 4324, Attn: Land Dept., Houston, Texas 77210-4324, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee a non-exclusive fifty foot (50) wide free and unobstructed permanent easement in order to, among other rights described below, construct, operate and maintain one (1) pipeline, not to exceed thirty-six inches (36") in nominal pipe diameter (the "Pipeline"), and any appurtenant facilities in, through, across, under, and along land owned by the Grantor, as more particularly described in Exhibits "A" and "B" attached hereto ("the Permanent Easement"). This Permanent Easement Agreement (the "Agreement"), dated the

Grantor does also hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee temporary workspace (and additional temporary workspace, if any), as more particularly described in Exhibits "A" and "B" attached hereto, in order to construct the Pipeline and any appurtenant facilities in, over, through, across, under, and along the property and to restore the property as required under this Agreement (the "Temporary Construction Easement") (the "Permanent Easement" and "Temporary Construction Easement"). The term of the Temporary Construction Easement shall be for a period to extend twelve (12) months from the date of construction commencement. However, if Grantee has completed its use of the Temporary Construction Easement prior to the twelve (12) month period, then the Temporary Construction Easement shall immediately terminate. All rights, duties and/or obligations arising by or under this Agreement shall only apply to the Temporary Construction Easement while same in

It is further agreed as follows:

- 1. The right to use the Easements shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, adding, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of the Pipeline within the Permanent Easement, abandoning in place and removing at will, in whole or in part, the Pipeline, for the transportation of oil, oil products, liquefied minerals (including without limitation, condensate, whether obtained from oil or gas wells), crude petroleum, gas liquids or other mineral solutions, together with, to the extent authorized herein, below-ground appurtenances necessary or desirable for the operation of the Pipeline, across, under and upon the Permanent Easement.
- Grantee shall bury the Pipeline to a minimum depth of Sixty inches (60") below the surface of the ground and any then
- existing drainage ditches, creeks and roads.

 3. Grantee shall have the right of ingress, egress, entry and access in, to, through, on, over, under, and across the Easements and where same intersect any public road or public right-of-way or other easement to which Grantee has the right to access and along any roads designated by Grantor, for any and all purposes necessary and/or incident to the exercise by the Grantee of the rights granted to it by this Agreement. Grantee shall promptly repair any damage to Grantor's roads caused by Grantee so as to maintain the roads in as good or better condition as existed prior to use by Grantee.
- 4. Grantee shall have the right to select the exact location of the Pipeline within the Permanent Easement. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for the Pipeline and appurtenant facilities related to this pipeline project only within the Easement.
- 5. The consideration paid by Grantee in this Agreement includes the market value of the Easements, both permanent and temporary, any and all damages to the Grantor's remaining property and for reasonably anticipated damages caused to the surface of Grantor's lands within the Easements during the initial construction of the Pipeline and related facilities. The initial consideration does not cover any damages, which may accrue to Grantor's other lands, including the Permanent Easement from time to time by reason of the operation, maintenance, repair, alteration and/or servicing of the Pipeline or any other damages incurred from time to time as hereinafter more specifically set forth. Grantee will pay Grantor for actual damages, if any, to growing crops incurred as a direct result of the construction, operation, maintenance, repair, alternation and/or servicing of the Pipeline, if such damages are accompanied by reasonable evidence in support of same. Grantee shall pay Grantor for any and all other such reasonable damages promptly as they may accrue.
- such wire gap is to be reinforced so as to be strong enough to prevent livestock from passing through same. Upon completion of initial construction operations, each wire gap will be removed and a permanent gate installed, which gate shall, to the extent reasonably practicable, be constructed out of similar or better grade materials than already used for existing gates on the property. construction of the Pipeline or thereafter. Prior to cutting any fence, however, Grantee shall brace the existing fence to be cut adequately on both sides of the proposed cut by suitable H-braces to prevent the remainder of the fence from sagging. Before the fence wire is cut, it is to be attached to the posts in a manner that there will be no slackening of or damage to the wire. Each cross the Easements or may remove any fence which now crosses shall have the right to

Each entry and exit gate shall be securely closed and locked, except when Grantee or its authorized personnel are actually passing

- Grantor may not use any part of the Permanent Easement or the Temporary Construction Easement (while in effect) if such use may damage, destroy, injure, and/or interfere with Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee. Grantor is not permitted to conduct any of the following activities on the Easements: (1) construct any temporary or permanent building or site improvements; (2) drill or operate any well on the Easements but a well can be directionally drilled under the Easements provided the drill bit enters the Easements at a subsurface depth of twenty feet (20°) or deeper; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above- or below-ground obstruction that may interfere with the purposes for which this Agreement is being acquired may be placed, erected, installed or permitted upon the Easements without the written permission of Grantee. Grantor, Grantor's heirs, successors and assigns shall have the right, after without the written permission of Grantee. Grantor, Grantor's heirs, successors and assigns shall have the right, after review and approval by Grantee, which approval shall not be unreasonably withheld, to construct, reconstruct or maintain streets, roads or drives, road ditches, drainage ditches, and utilities, at any angle of not less than forty-five (45) degrees to Grantee's Pipeline over and across the Permanent Easement at such place or places as Grantor may from time to time hereafter select for public or private use, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the Easements are conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, may be removed by Grantee without liability to Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement.
- possible interference with the operation and maintenance of the Pipeline and to remove possible hazard thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Permanent Easement which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or 8. Grantee has the right to mow the Permanent Easement and to trim or cut down or eliminate from the Permanent Easement and Temporary Construction Easement (while in effect) trees or shrubbery, in the sole judgment of Grantee, its successors and assigns, as may be necessary to install the Pipeline and thereafter on the Permanent Easement to prevent convenient operation and maintenance of the Pipeline and appurtenant facilities. All trees and brush removed during construction and other debris generated during construction shall be burned and/or chipped and spread on the Permanent Easement or removed to an authorized disposal site. The method of disposal shall be selected by Grantee.
- 9. Grantor shall retain all the oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.
- 10. Grantee agrees to comply in all respects, at its sole cost, with all applicable federal, state and local laws, rules, regulations which are applicable to Grantee's activities hereunder, including without limitation, the construction, operation, maintenance, repair and service of Grantee's Pipeline, associated equipment and appurtenances thereto.
- Grantee will, insofar as reasonably practicable, level, re-grade, and reseed the ground disturbed by Grantee's use of the ments and will maintain the Easements clean of all litter and trash during periods of construction, operation, tenance, repair or removal. All construction debris shall be cleaned up and removed from Grantor's lands upon completion of installation and construction of the Pipeline. maintenance, Easements
- 12. Grantee shall use the Easements solely for the purposes specified in this Agreement. There shall be no hunting or fishing on the Easements or any of Grantor's lands by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time. No firearms or fishing equipment shall be taken on the Easements by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time.
- 13. Pipeline markers, if necessary for the operation of the Pipeline, as determined by Grantee in its sole discretion, may be, when possible, placed by Grantee at the junction of the Permanent Easement and fence lines, property lines, pipeline crossings, river or creek crossings, road crossings and at any other location required by applicable law, regulation or rule on Grantor's property, otherwise Grantee can install same where it deems necessary to maintain the Pipeline.
- This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same Agreement and be binding upon the parties who executed any counterpart, regardless of whether it is executed by all parties named herein.
- shall have the right to assign this grant in whole or in part, in which event Grantor acknowledges and agrees see shall succeed to the rights and obligations of Grantee to the extent conveyed in such assignment, and Grantee shall be relieved of obligations with respect to the assigned interest which accrue after the date of assignment. that the assignee shall succeed Grantee
- 16. This Agreement constitutes the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of this Agreement. Grantor confirms and agrees that Grantor has been made no promise or agreement by Grantee or any agent of Grantee (which is not expressed or referenced specifically within the Agreement) in executing this Agreement, that Grantor is not relying upon any statement or representation of Grantee or any agent of Grantee and that Grantor's execution of this Agreement is free and voluntary; this Agreement may not be modified or amended except on or after the date hereof by a writing signed by the party against whom said modification or amendment is to be enforced and no party shall be liable or bound to any other party in any manner except as specifically set forth herein.
- 17. Intentionally left blank...
- Grantor hereby identifies the following as people or entities having a lease, sublease, or other possessory interest in Grantor's property:

TO HAVE AND TO HOLD the rights, privileges and authority hereby granted unto the Grantee, its successors and assigns, forever, and Grantor does hereby agree to warrant and defend said Easements unto Grantee, its successors and assigns. This Agreement and all of its terms, provisions and obligations shall be covenants running with the land affected thereby and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns.
EXECUTED this day of 2016.
GRANTOR: Williamson County, Texas
By:
Name:
Title:
ACKNOWLEDGEMENT
STATE OF TEXAS S COUNTY OF S
This instrument was acknowledged before me on the day of 2016, by of on behalf of Williamson
GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of 2016.
Notary Public in and for the State of Texas
(Print Name of Notary Public Here)
PLEASE RETURN RECORDED ORIGINAL TO: Enterprise Crude Pipeline LLC Attn: Land Dept. P.O. Box 4324 Houston, Texas 77210-4324

(if this paragraph is left blank, then Grantor represents there are no such persons or entities).

Enterprise Crude Pipeline LLC Midland to Sealy Pipeline Project Segment 4 8232-TX-WM-0122.10000 Williamson County, Texas



PART 1

A CENTERLINE DESCRIPTION FOR A FIFTY FOOT (50') WIDE PERMANENT EASEMENT, LOCATED IN THE LEWIS J. DYCHES SURVEY, ABSTRACT NO. 180, WILLIAMSON COUNTY, TEXAS, AND BEING WITHIN A CALLED 94.1189 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY, TEXAS AND DESCRIBED IN DOCUMENT NO. 2001021470, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in a west line of said 94.1189 acre tract, same being the east margin of Rabbit Hill Road, for the **POINT OF BEGINNING**, from which a 1/2-inch iron rod found at the west common corner of said 94.1189 acre tract and a called 19.0651 acre tract described in Document No. 2006080280, Official Public Records, Williamson County, Texas, bears, North 20°54'29" West, a distance of 76.10 feet;

THENCE across said 94.1189 acre tract the following seven (7) courses and distances:

- 1) South 59°41'57" East, a distance of 119.36 feet to a calculated point;
- 2) South 30°44'43" East, a distance of 157.16 feet to a calculated point;
- 3) South 55°08'09" East, a distance of 52.22 feet to a calculated point;
- 4) South 77°54'51" East, a distance of 59.48 feet to a calculated point;
- 5) North 74°10'12" East, a distance of 160.89 feet to a calculated point;
- 6) North 69°41'17" East, a distance of 332.68 feet to a calculated point;
- South 65°18'43" East, a distance of 108.06 feet to a calculated point in a south line of said 94.1189 acre tract, same being the north line of a called 5.07 acre tract described in Document No. 2004018567, Official Public Records, Williamson County, Texas, for the POINT OF TERMINATION, from which a 3/8-inch iron rod found at the northwest corner of said 5.07 acre tract bears, South 69°04'27" West, a distance of 53.80 feet and South 70°15'09" West, a distance of 176.52 feet.

TEMPORARY WORK SPACE

Being an additional fifty foot (50) wide strip of land to be used during the construction of the pipeline. The 50 foot wide strip of land will be on the north, east and partially on the south sides, parallel to and coincident with the above described 50 foot wide permanent easement. Said 50 foot wide strip of land shall extend the entire length of the 50 foot wide permanent easement. In addition, adjacent to and across any and all highways, roads, streets, railroads, canals, ditches, streams or other waterways and pipelines and where the bearing of the easement changes, grantee shall have the right to use additional temporary work space as shown on Exhibit "B" for the construction of the pipeline and appurtenant facilities.

Enterprise Crude Pipeline LLC Midland to Sealy Pipeline Project Segment 4 8232-TX-WM-0122.10000 Williamson County, Texas

PART 2

A CENTERLINE DESCRIPTION FOR A FIFTY FOOT (50') WIDE PERMANENT EASEMENT, LOCATED IN THE LEWIS J. DYCHES SURVEY, ABSTRACT NO. 180, WILLIAMSON COUNTY, TEXAS, AND BEING WITHIN A CALLED 94.1189 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY, TEXAS AND DESCRIBED IN DOCUMENT NO. 2001021470, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point within said 94.1189 acre tract, for the POINT OF BEGINNING, from which a 3/8-inch iron rod found at the northwest corner of a called 5.07 acre tract described in Document No. 2004018567, Official Public Records, Williamson County, Texas bears, South 83°29'10" East, a distance of 166.73 feet;

THENCE South 19°22'33" East, across said 94.1189 acre tract, a distance of 73.59 feet to a calculated point in a south line of said 94.1189 acre tract, same being the north line of a called 5.036 acre tract described as Tract "C" in Volume 1803, Page 13, Official Records, Williamson County, Texas, for the POINT OF TERMINATION, from which a 1/2-inch iron rod found at the southwest corner of said 94.1189 acre tract bears, South 69°57'51" West, a distance of 369.22 feet.

TEMPORARY WORK SPACE

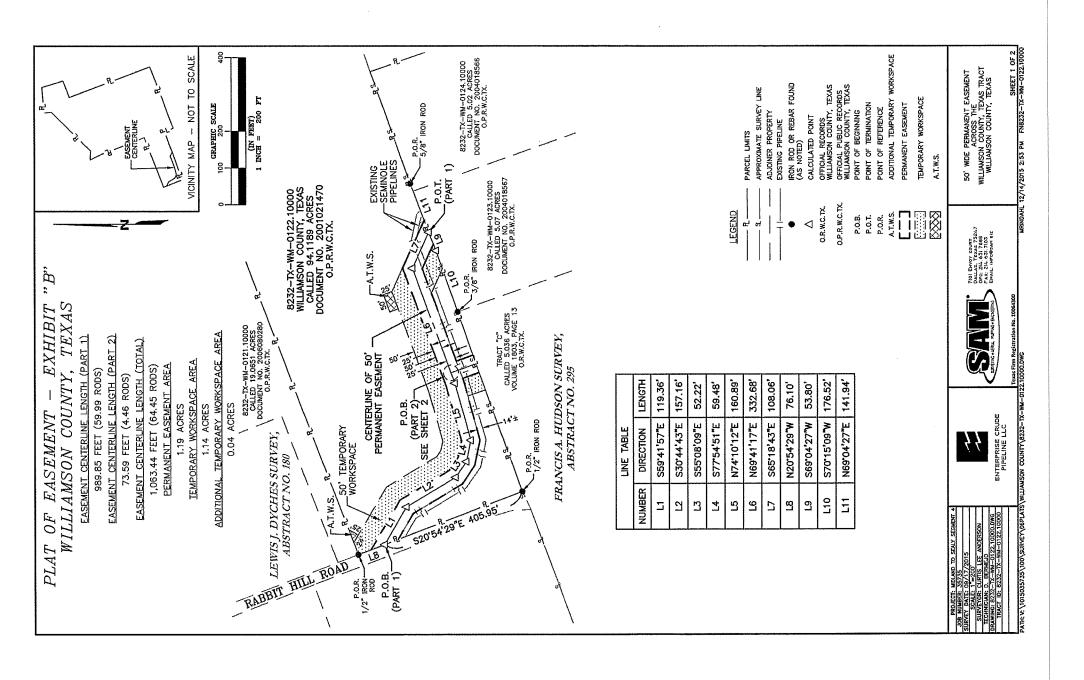
Being an additional fifty foot (50) wide strip of land to be used during the construction of the pipeline. The 50 foot wide strip of land will be partially on the west side, parallel to and coincident with the above described 50 foot wide permanent easement. Said 50 foot wide strip of land shall extend the entire length of the 50 foot wide permanent easement. In addition, adjacent to and across any and all highways, roads, streets, railroads, canals, ditches, streams or other waterways and pipelines and where the bearing of the easement changes, grantee shall have the right to use additional temporary work space as shown on Exhibit "B" for the construction of the pipeline and appurtenant facilities.

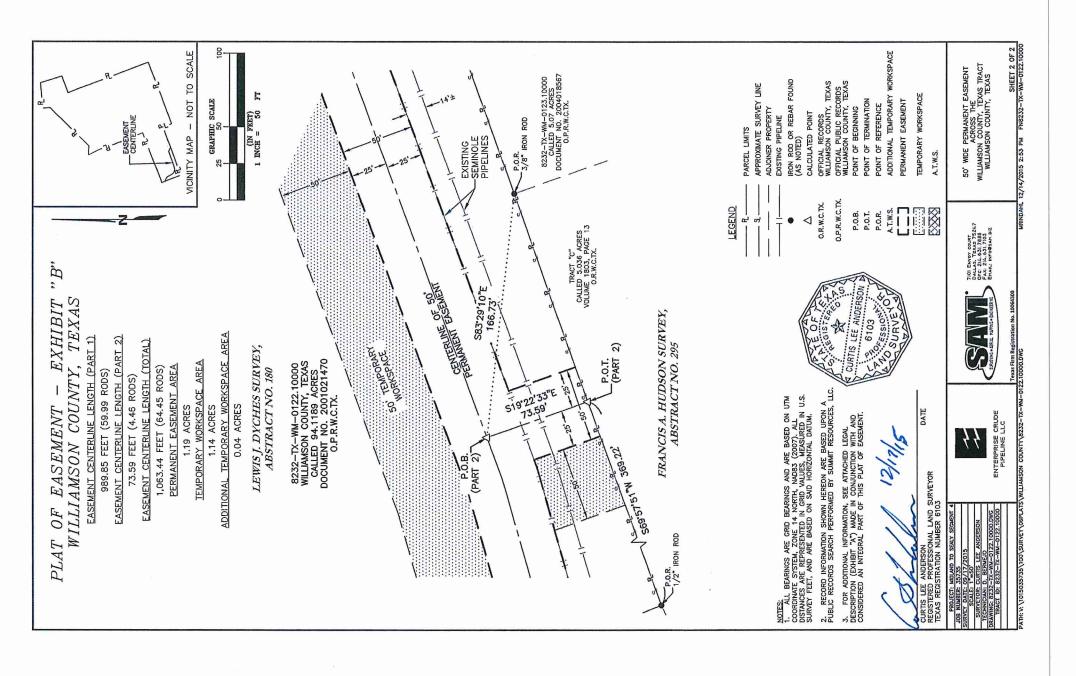
- All bearings are grid bearings and are based on UTM Coordinate System, Zone 14 North, NAD83(2007). All distances are represented in grid values, measured in U.S. Survey Feet, and are based on said Horizontal Notes:
- 5
- Datum.
 Record information shown herein is based upon a public records search performed by Summit Resources, LLC.
 For additional information, see attached plat of easement (Exhibit "B") made in conjunction with and considered an integral part of this description.

SAM) SURVEY OF SAM)

Surveying And Mapping, LLC (SAM) 7101 Envoy Court Dallas, Texas 75247 Texas Firm Registration No. 10064300

Curtis Lee Anderson Registered Professional Land Surveyor No. 6103, State of Texas





Enterprise Crude Pipeline LLC Midland to Sealy Pipeline Project Segment 4 8232-TX-WM-0121.10000 Williamson County, Texas



DESCRIPTION FOR A TEMPORARY WORKSPACE AREA WILLIAMSON COUNTY, TEXAS

A DESCRIPTION FOR A TEMPORARY WORKSPACE AREA, LOCATED IN THE LEWIS J. DYCHES SURVEY, ABSTRACT NO. 180, WILLIAMSON COUNTY, TEXAS, AND BEING WITHIN A CALLED 19.0651 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY, TEXAS, AND DESCRIBED IN DOCUMENT NO. 2006080280, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. SAID TEMPORARY WORKSPACE AREA BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found at the southwest comer of said 19.0651 acre tract, same being the north line of a called 94.1189 acre tract described in Document No. 2001021470, Official Public Records, Williamson County, Texas, a called 94.1189 acre tract desc for the **POINT OF BEGINNING**;

THENCE North 21°05′29" West, along a west line of said 19.0651 acre tract, a distance of 43.79 feet to a calculated point, from which a 1/2-inch iron rod found at a northwest corner of said 19.0651 acre tract bears, North 21°05′29" West, a distance of 16.22 feet;

THENCE South 59'41'57" East, leaving said west line, a distance of 56.08 feet to a calculated point in the south line said 19.0651 acre tract;

THENCE South 68°57'53" West, along said south line, a distance of 34.99 feet to the POINT OF BEGINNING, and containing 0.018 acres or 766 square feet of land, more or less.

ADDITIONAL TEMPORARY WORK SPACE

In addition, adjacent to and across any and all highways, roads, streets, railroads, canals, ditches, streams or other waterways and pipelines and where the bearing of the easement changes, grantee shall have the right to use additional temporary work space as shown on Exhibit "B" for the construction of the pipeline and appurtenant facilities.

Notes:

All bearings are grid bearings and are based on UTM Coordinate System, Zone 14 North, NAD83(2007). All distances are represented in grid values, measured in U.S. Survey Feet, and are based on said Horizontal

Datum. Record information shown herein is based upon a public records search performed by Summit Resources, LLC. 7

For additional information, see attached plat of easement (Exhibit "B") made in conjunction with and considered an integral part of this description. 3

SANTE OF

Surveying And Mapping, LLC (SAM)

Surveying And Mapping, LLC (SAM)

To Envoy Court

Dallas, Texas 75247

Texas Firm Registration No. 10064300

Registered Professional Land Surveyor No. 6103, State of Texas PE LAS

FN8232-TX-WM-0121.10000 (DB)

35735

